

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF OKLAHOMA

WEYERHAEUSER COMPANY,

Plaintiff,

v.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF MCCURTAIN
COUNTY, OKLAHOMA,

Defendant.

Case No. CIV-08-135-RAW

The Honorable Ronald A. White

**AGREED JOURNAL ENTRY OF JUDGMENT
REGARDING PUBLIC AND PRIVATE ROADWAY EASEMENTS**

Before the Court for consideration is the Complaint [DKT No. 2] and Application for Preliminary Injunction [DKT No. 7] of Plaintiff Weyerhaeuser Company (Weyerhaeuser) against Defendant Board of County Commissioners of the County of McCurtain County, Oklahoma (Board). This Agreed Journal Entry of Judgment Regarding Public and Private Roadway Easements (Journal Entry) pertains to the roads upon and crossing parts of the following real property, all located in McCurtain County, Oklahoma, described as:

Road #1	Sections: 1, 12, 24, 25, 26 T5S R23E Sections: 19 T5S R24E
Road #2	Sections 7, 18, 19, 30, 31 T5S R24E Section 36 T5S R23E
Road #3 County	Sections 11, 12, 14, 15, 22, 27, 34 T5S R23E Section 7, 8 T5S R24E
Road #3 Weyerhaeuser	Sections 27, 33, 34 T4S R24E Sections 4, 5, 8, 9 T5S R24E
Road #4 County	Section 1 T6S R22E
Road #4	Sections 12, 13, 24, 25, 36 T5S R22E

Weyerhaeuser	Sections 18, 19 T5S R23E
Road #5 County	Sections 13, 14, 15, 24, 25, 26 T4S R21E Sections 18, 30, 31 T4S R22E Sections 6, 7, 18, 19, 30, 31, 32 T5S R22E
Road #5 Weyerhaeuser	Sections 1, 12 T4S R21E Sections 6, 7 T4S R22E
Road #6	Sections 18, 19, 30, 31 T2S R23E Sections 6 T3S R23E Sections 1, 11, 12, 14, 22, 23, 26, 27, 35 T3S R22E Sections 2, 3, 10, 14, 15, 23, 27, 34 T4S R22E Sections 3, 10, 16, 21, 28, 33 T5S R22E
Road #7 County	Sections 34, 35 T4S R22E
Road #7 Weyerhaeuser	Sections 31, 32, 33, 34, 35, 36 T4S R22E Sections 1, 12 T5S R22E
Road #8 County	Sections 11, 12, 14, 15 T5S R22E
Road #8 Weyerhaeuser	Sections 3, 4, 7, 8, 9, 17, 18 T5S R23E Section 12 T5S R22E
Road #9	Section 6 T5S R23E Sections 1, 12 T5S R22E
Road #10	Sections: 15, 16, 17, 18, 21, 22, 23 T4S R22E
Road #11 County	Sections 26, 27, 33, 34, 35 T3S R22E
Road #11 Weyerhaeuser	Sections 27, 28, 29, 31, 32 T03S R22E
Road #12	Sections: 11, 12, 14 T4S R22E

Road #13	Section 2 T4S R22E Sections 35, 36 T3S R22E Sections 23, 24, 26, 27, 28, 31 T3S R23E Sections 19, 20 T3S R24E
Road #14	Sections: 25, 26, 35 T2S R23E Sections: 2, 3, 8, 9, 17, 18 T3S R23E Section: 14 T3S R22E
Road #15 County	Sections 16, 19, 20, 21, 22 T3S R22E
Road #15 Weyerhaeuser	Sections 18, 19, 20 T3S R22E Sections 19, 30 T2S R22E
Road #16	Sections 19, 20, 21, 22, 23, 25, 26, 35, 36 T2S R22E Sections 2, 10, 11, 15, 21, 22 T3S R22E
Road #18	Sections 3, 4, 5, 9, 15, 16, 21, 22, 28, 29, 32, 33 T1S R22E Sections 4, 5 T2S R22E
Road #19	Sections 1, 2 T3S R22E Sections 13, 14, 15, 16, 21, 22, 23, 24, 25, 35, 36 T2S R22E
Road #20	Sections: 33, 34 T3S R24E
Road #21 County	Sections 1, 2, 3, 10 T5S R24E
Road #21 Weyerhaeuser	Sections 10, 15, 16, 21, 22, 27, 34 T5S R24E
Road #22	Sections: 8, 17, 20, 21, 22, 23, 24, 25, 26 T5S R24E
Road #23	Sections 10, 11, 15, 16, 20, 21 T2S R22E
Road #24	Sections 3, 4, 10, 11, 12, 13 T3S R24E
Road #25	Sections 1, 2, 3, 4, 5, 6 T3S R24E Sections 31, 32, 33 T2S R24E
Road #26	Section 31 T2S R27E Sections 26, 35, 36 T2S R26E
Road #27	Section 1 T3S R26E Sections 20, 29, 30, 31 T2S R27E Section 36 T2S R26E
Road #28	Sections 1, 2 T3S R26E
Road #29 County	Sections 7, 8 T3S R27E Section 12 T3S R26E
Road #29 Weyerhaeuser	Sections 3, 4, 10 T3S R27E
Road #30	Sections 1, 2, 11, 14, 15, 21, 22, 28, 33 T4S R26E Sections 11, 12, 14, 23, 35, 36 T3S R26E
Road #31	Sections 1, 2 T4S R26E
Road #32	Section 15 T4S R26E
Road #33	Sections 17, 18, 20 T4S R27E
Road #34	Sections 5, 6 T4S R27E Section 1 T4S R26E
Road #35 County	Sections 29, 30, 32 T4S R27E Section 5 T5S R27E

Road #35 Weyerhaeuser	Sections 18, 19, 29, 30, 32, 33 T3S R27E Sections 12, 13 T3S R26E Section 5 T6S R27E Sections 5, 8, 17, 20, 29, 31, 32 T4S R27E Sections 4, 5, 9, 15, 16, 21, 22, 28, 32, 33 T5S R27E Sections 5, 6 T5S R27E
Road #36	Sections 20, 28, 29, 31, 32, 33 T4S R27E Sections 33, 35, 36 T4S R26E Sections 1, 2, 3, 4 T5S R26E
Road #37	Sections 13, 14, 24, 25, 36 T4S R26E Sections 18, 19, 30, 31 T4S R27E Sections 6, 7, 18 T5S R27E Sections 1, 12 T5S R26E
Road #38 County	Section 33 T4S R26E Sections 4, 9, 16, 21, 28, 33 T5S R26E Section 4 T6S R26E
Road #38 Weyerhaeuser	Sections 3, 4 T6S R26E
Road #39	Sections 4, 7, 8, 9, 18, 19, 30, 31, 32, 33 T5S R26E Section 5 T6S R26E
Road #40	Sections 5, 7, 8 T5S R26E
Road #41	Sections 2, 3, 10, 11, 14, 15, 23, 26, 34, 35 T5S R26E Sections 3, 10 T6S R26E
Road #42 County	Sections 26, 35 T5S R26E Section 2 T6S R26E
Road #42 Weyerhaeuser	Sections 25, 35, 36 T5S R26E Sections 31, 32 T5S R27E Section 5 T6S R27E
Road #43 County	Sections 8, 9 T7S R27E
Road #43 Weyerhaeuser	Sections 7, 8, 17, 20, 29, 32, 33 T6S R27E Sections 4, 5, 8, 9 T7S R27E
Road #44	Sections 20, 29, 31, 32, 33, 34 T5S R25E Sections 1, 2, 3, 4, 5, 12 T6S R25E
Road #45	Sections 28, 29, 30, 31, 32 T3S R24E
Road #46	Sections 5, 6, 7, 8, 17, 18, 20, 29 T5S R23E

Road #47	Sections 31, 32 T2S R24E Section 36 T2S R23E Sections 1, 2, 3, 7, 8, 9, 10 T3S R23E Sections 11, 12, 14 T3S R22E
Road #48 County	Section 15 T2S R23E
Road #48 Weyerhaeuser	Sections 27, 28, 32, 33 T2S R23E Sections 5, 6 T3S R23E
Road #49	Sections 29, 32 T4S R26E
Road #50	Sections 1, 2, 3 T1S R23E Sections 5, 6, 8, 9, 10, 15, 22, 23, 26, 35 T1S R24E Sections 2, 3, 9, 10, 15, 16, 22 T2S R24E
Road #51	Sections 19, 20 T6S R27E Sections 23, 24 T6S R26E
Road #52 County	Sections 17, 18 T2S R27E Sections 11, 13, 14 T2S R26E
Road #52 Weyerhaeuser	Sections 15, 16, 17, 18, 20 T2S R27E
Road #53	Sections: 9, 16 T2S R26E
Road #55	Sections 9, 16, 22 T6S R27E
Road #56	Sections 18, 19 T1S R24E Sections 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 26, 27, 28, 31, 32, 33 T1S R23E
Road #57	Sections 2, 3, 11, 12, 13 T1S R23E Sections 18, 19, 20, 29, 30, 31 T1S R24E Sections 6, 7 T2S R24E
Road #58	Section 36 T2S R24E Section 1 T3S R24E
Road #59 County	Sections 33, 34 T2S R24E
Road #59 Weyerhaeuser	Sections 22, 27, 28, 33, 34 T2S R24E
Road #60	Sections 9, 10, 11, 12, 13 T5S R26E Sections 8, 9, 17, 18 T5S R27E
Road #61	Sections 24, 25 T3S R23E Section 19 T3S R24E
Road #62	Sections 20, 21, 28, 29, 32, 33 T5S R25E
Road #63	Sections 21, 22, 26, 27, 35 T5S R25E
Road #64	Sections 26, 27, 35 T3S R23E
Road #65	Sections 2, 3, 4, 10, 15 T5S R23E
Road #67	Section 21 T5S R23E
Road #68	Sections 33, 34 T1S R23E Sections 3, 9, 10 T2S R23E

WHEREAS, in the interests of avoiding further litigation, expense, and delay, and in the best interests of the parties hereto, Weyerhaeuser and the Board, by and through their undersigned counsel, agree to enter into the following Agreed Journal Entry of Judgment, subject to the following recitations.

1. The Agreed Journal Entry of Judgment has been drafted, reviewed, authorized, and approved by the parties hereto;
2. Weyerhaeuser agrees to withdraw all claims currently pending against the Board arising from allegations pre-dating this Agreed Journal Entry of Judgment;
3. The Board, intending to bind itself and, as their elected representatives, all citizens of McCurtain County, stipulates that it does not now, nor will it claim in the future, any right, title, easement, prescription, license or other interest in the roads identified herein as Weyerhaeuser's private roads;
4. The Board stipulates that it does not now, nor will it claim at any time in the future, any right, title, easement, prescription, license or other interest in any Weyerhaeuser road not specifically identified herein and for which the Board does not possess a record easement. A "Weyerhaeuser road" shall mean a road identified on the Weyerhaeuser Ownership map, marked "Roads County Claims," and attached as Exhibit 3 to the deposition of Clint Douglas Bray, taken August 14, 2008. Weyerhaeuser roads are depicted on the map with red lines and are identified by Weyerhaeuser road numbers.
5. The parties stipulate and agree they have settled these issues solely as a means of mutually compromising any and all disputes between them and that their approval of this Agreed Journal Entry of Judgment shall not be deemed as an admission by any party of any unlawful or unauthorized conduct;

6. The parties agree that this Agreed Journal Entry of Judgment embodies the full agreement between the parties, and that no other agreement or promises exist or are contemplated between the parties, and that this Agreement supersedes any previous discussions, whether verbal or written, between the parties.
7. The roads adjudicated by virtue of this Agreed Journal Entry of Judgment are identified and described in the exhibits hereto, the contents of which are hereby incorporated. Exhibit 1 is a chart identifying the roads at issue and summarizing the agreement with respect to each road, and the attached Plat Exhibits describe and depict the roads with specificity for recording purposes.

IT IS THEREFORE ORDERED, DECLARED, ADJUDGED AND DECREED that Weyerhaeuser's prayer for quiet title and declaratory judgment is hereby granted as set forth herein and in accordance with Exhibit 1 and the Plat Exhibits.

IT IS THEREFORE ORDERED, DECLARED, ADJUDGED AND DECREED that numbered roads designated on Exhibit 1 and depicted in the Plat Exhibits, unless otherwise provided herein, are Weyerhaeuser's private roads, without condition or exception and including all of the rights, privileges, and incidents thereto. The Board is hereby enjoined from performing any maintenance on these roads unless by specific permission granted by Weyerhaeuser and this Journal Entry.

IT IS FURTHER ORDERED, DECLARED, ADJUDGED AND DECREED that the roads numbered 2, 4, 5, 11, and 21 on Exhibit 1 and depicted in the Plat Exhibits are Weyerhaeuser's private roads, with the exception that the Board may perform maintenance on them, expressly conditioned on prior notice to and consent by Weyerhaeuser. Any maintenance to the road must conform to Weyerhaeuser's road maintenance standards. Weyerhaeuser will

provide the Board with its road maintenance standards. Weyerhaeuser may gate the roads in its sole discretion without notice to or consent by the Board. Weyerhaeuser may close the roads without notice.

IT IS FURTHER ORDERED, DECLARED, ADJUDGED AND DECREED that Weyerhaeuser will convey a permanent, non-exclusive easement to the Board and public for public travel on the south end of the road identified in Exhibit 1 as Weyerhaeuser Road 52000, also known as Lukfata Trail (Road No. 2), from State Highway 3 to the road known as Opah Trail, until such time as the road is abandoned as defined by Oklahoma law. The easement will grant the Board the right to perform maintenance on that portion of the road only, expressly conditioned on prior notice to and consent by Weyerhaeuser. Any maintenance to the road must conform to Weyerhaeuser's road maintenance standards. Weyerhaeuser will provide the Board with its road maintenance standards. Weyerhaeuser further agrees that gates on that portion of the road will not be closed, except in emergency conditions, including but not limited to fires, floods, construction, or other conditions or activities that could endanger people or property. Weyerhaeuser will make a "best efforts" attempt to notify the Board on occasions when the gate will be closed. Except as provided herein, the road remains Weyerhaeuser's private road.

IT IS FURTHER ORDERED, DECLARED, ADJUDGED AND DECREED that Road No. 35, known as Weyerhaeuser Road 20000 or Union Valley Road, is Weyerhaeuser's private road as depicted in the Plat Exhibit 35A. Weyerhaeuser will grant reasonable requests for easements by adjacent property owners for purposes of ingress and egress to their property.

IT IS FURTHER ORDERED, DECLARED, ADJUDGED AND DECREED that fee title absolute to the roads shown on Exhibit 1 as being Weyerhaeuser's private roads and depicted in the attached Plat Exhibits is hereby quieted in Weyerhaeuser, free and clear of all liens, claims,

and encumbrances; that Weyerhaeuser is owner in fee simple absolute of the roads, and enjoys all of the rights, privileges, and incidents thereto; that the Board has no right, title, or interest therein, and is enjoined from asserting any such right, title, or interest; and that the title of Weyerhaeuser to the roads described herein is forever quieted and confirmed.

IT IS FURTHER ORDERED, DECLARED, ADJUDGED AND DECREED that with respect to the roads identified on Exhibit 1 as being “county” roads, the Board and public are granted a permanent easement for public travel, until such time as the road is abandoned as defined by Oklahoma law. These roads will be subject to the jurisdiction of the Board and will be the Board’s sole responsibility to maintain, and Weyerhaeuser disclaims any responsibility or liability therefore. Fee ownership of the roads and underlying land will remain with Weyerhaeuser. To the extent any roads at issue in this Journal Entry cross real property for which Weyerhaeuser is not the record owner, this Order makes no finding or disposition with respect to the ownership of such property.

IT IS FURTHER ORDERED, DECLARED, ADJUDGED AND DECREED that the County Clerk for McCurtain County, Oklahoma, shall accept, record, and maintain this Journal Entry in the Office of the County Clerk.


IT IS FURTHER ORDERED THAT Weyerhaeuser and the Board shall pay their own costs and attorney fees associated with the above-titled matter, and the costs of obtaining Board meeting minutes shall not be paid by Weyerhaeuser.

IT IS SO ORDERED THIS 29th day of September, 2008.

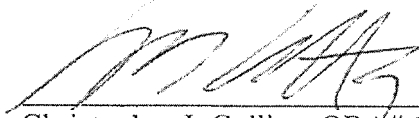


Ronald A. White
Judge of the United States District Court
For the Eastern District of Oklahoma

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